UGOVOR

O PRUŽANJU GEODETSKIH USLUGA

Ovaj Ugovor o pružanju geodetskih usluga (u daljem tekstu: „Ugovor") zaključen je dana **27.03.2023.** godine u Beogradu, između sledećih ugovornih strana:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD,

Majevička br.2m, Zemun, Beograd, Srbija, MB: 29507678, PIB (PDV) broj: 110760071, koga zastupa gospodin Yang Xu, zakonski zastupnik, (u daljem tekstu: „**Klijent**").

i

GEO-JANJA DOO, Beograd,

Lazarevački drum 11, 11030 Beograd, Republika Srbija, PIB: 105335423, MB: 20360771, koga zastupa gospodin Miloš Janjić, ovlašćeni zastupnik (u daljem tekstu "**Pružalac usluga**").

Klijent i Davalac Usluge u daljem tekstu su zajednički označeni kao „**Ugovorne strane**", a pojedinačno kao „**Ugovorna strana**".

UVODNE KONSTATACIJE

Klijent je angažovan na realizaciji ***Projekta izgradnje i rekonstrukcije brze pruge Beograd – Subotica*** (u daljem tekstu: „Projekat"), te u tom smislu ima potrebu za angažovanjem Pružaoca usluga u oblasti geodezije, a Pružalac usluga sa druge strane ima potrebne licence, znanje, iskustvo i resurse da Klijentu pruži potrebne usluge.

Pružalac usluga je 27.03.2023. godine Klijentu dostavio Ponudu za izvođenje geodetskih radova (u daljem tekstu: „Ponuda"), a Klijent je prihvatio Ponudu i saglasan je da zaključi ovaj Ugovor.

Ponuda i važeći izvod iz Agencije za privredne registre (APR) za Pružaoca usluga biće sastavni deo ovog Ugovora.

Imajući u vidu navedeno, Ugovorne strane su pristupile zaključenju ovog Ugovora.

PREDMET UGOVORA

Član 1.

Ovim Ugovorom Ugovorne strane regulišu međusobna prava i obaveze u vezi sa korišćenjem usluga iz oblasti geodetskog inženjeringa za potrebe realizacije Projekta, a u svemu prema odredbama Ponude.

CONTRACT

ON PROVISION OF GEODETIC SERVICES

This Contract on the provision of services (hereinafter: „Contract") was concluded on **27.03.2023** in Belgrade, between the following contracting parties:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD,

Majevička no. 2m, Zemun, Belgrade, Serbia, MB: 29507678, PIB (VAT) number: 110760071, represented by Mr. Yang Xu, legal representative, (hereinafter: "Client").

and

GEO-JANJA DOO, Beograd,

Lazarevački drum 11, 11030 Belgrade, Republic of Serbia, VAT N°: 105335423, Company N°: 20360771, represented by Mr. Miloš Janjić, Legal Representative (hereinafter referred to as "**Service Provider**").

The Client and the Service Provider hereinafter collectively referred to as the "**Contracting Parties**" and individually as the "**Contracting Party**".

INTRODUCTORY STATEMENTS

The Client is engaged in the realization of ***Construction and reconstruction project of the high-speed railway Belgrade - Subotica*** (hereinafter referred to as the "Project"), and in this sense it needs to engage a Service Provider in the field of geodesy, and the Service Provider, on the other hand, has necessary licenses, knowledge, experience and resources to provide the Client with the necessary services.

The Service Provider, on 27.03.2023 submitted an Offer for geodetic services (hereinafter: the "Offer") to the Client, and the Client accepted the Offer and agreed to conclude this Contract.

The Offer and valid excerpt from Business Register Agency (APR) for the Service Provider will be integral part of this Contract.

Bearing in mind the above, the Contracting Parties have entered into the conclusion of this Contract.

SUBJECT OF THE CONTRACT

Article 1.

With this Contract, the Contracting Parties regulate their mutual rights and obligations in connection with the use of services from the field of geodetic engineering for the needs of the implementation of the Project, and in everything according to the provisions of the Offer.

PRAVA I OBAVEZE UGOVORNIH STRANA

Član 2.

Pružalac usluga se obavezuje da na zahtev Klijenta i u skladu sa njegovim uputstvima pruži usluge koje će obuhvatati:

1. Izlazak na teren radi obeležavanja gradilišta. Obeležavanje se najavljuje 24h unapred;
2. Izrada elaborata za kontrolu temelja objekta. (Elaborat se dostavlja Ministarstvu radi dobijanja upotrebne dozvole);
3. Izrada elaborata za kontrolu konstrukcije objekta. (Elaborat se dostavlja Ministarstvu radi dobijanja upotrebne dozvole);
4. Snimanje podzemnih instalacija za potrebe ucrtavanja u Katastru podzemnih instalacija (za potrebe dobijanja upotrebne dozvole);
5. Snimanje izvedenog stanja objekta. (za potrebe dobijanja upotrebne dozvole – Odnosi se na snimanje izvedenog stanja za PIO, ne obuhvata izradu elaborata za Katastar);
6. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte površine do 100m2;
7. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte površine preko 100m2;
8. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte GSMR.

Član 3.

Pružalac usluga će imenovati odgovarajući broj stručnih lica sa odgovarajućom licencom i svom potrebnom opremom za vršenje posla iz Člana 2. Ugovora

Član 4.

Pružalac usluga je u obavezi da poverene poslove obavlja u skladu sa odredbama Zakona o planiranju i izgradnji, podzakonskih propisa na snazi u Republici Srbiji, kao i da ažurira dokumentaciju u skladu sa zahtevima i standardima Klijenta, izmenama i dopunama zakona i podzakonskih akata

Član 5.

Pružalac usluga se obavezuje da će poslove obavljati stručno i usaglašeno sa dinamikom radova Projekta, kao i u svemu prema prihvaćenoj Ponudi.

Član 6.

Klijent je u obavezi da omogući pružaocu usluga uvid i pristup svim potrebnim tehničkim podacima vezanim za tehnologiju izvođenja radova i ostalim relevantnim podacima od značaja za izradu neophodne dokumentacije iz predmeta Ugovora.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 2.

The Service Provider undertakes to provide services at the request of the Client and in accordance with his instructions, which will include:

1. Going out to the field to mark construction sites, marking is done by calling 24 hours in advance;
2. Preparation of studies for control of the foundation of the building. (The report is submitted to the Ministry in order to obtain a use permit);
3. Preparation of studies for control of the construction of the building. (The report is submitted to the Ministry in order to obtain a use permit);
4. Recording of underground installations for the purposes of recording in the cadastre of underground installations (For the purposes of the use permit);
5. Recording and preparation of geodetic works for the building (for use permit-It refers to the recording of the derived state for PIO, it does not include elaborations for the cadastre.);
6. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings up to 100m2;
7. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings over 100m2;
8. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings GSMR;

Article 3.

The Service Provider will appoint the appropriate number of professionals with the appropriate license and all the necessary equipment to perform the work referred to in Article 2 of the Contract.

Article 4.

The Service Provider is obliged to perform his tasks in accordance with the provisions of the Law on Planning and Construction, bylaws which are on force in The Republic of Serbia, as well as to update documents in accordance with Client requirements, and in case if legislation is changed.

Article 5.

The Service provider is obliged to carry out activities professionally and with accordance to the Site progress as well in accordance with the Offer.

Article 6.

The Client is required to enable to the Service Provider insight and access to all necessary technical details related to the methodology of works or any other relevant data important for preparing the necessary documents from subject of the Contract.

NAKNADA

Član 7.

Ugovorne strane su se sporazumele da naknada koju će Pružalac usluga primiti za usluge izvršenja posla iz Člana 2. Ugovora, iznosi:

1. Izlazak na teren radi obeležavanja gradilišta. Obeležavanje se najavljuje 24h unapred; **(16 200.00 dinara po izlasku)**

2. Izrada elaborata za kontrolu temelja objekta. (Elaborat se dostavlja Ministarstvu radi dobijanja upotrebne dozvole); **(32 400.00 dinara po objektu)**

3. Izrada elaborata za kontrolu konstrukcije objekta. (Elaborat se dostavlja Ministarstvu radi dobijanja upotrebne dozvole); **(32 400.00 dinara po objektu)**

4. Snimanje podzemnih instalacija za potrebe ucrtavanja u Katastru podzemnih instalacija (za potrebe dobijanja upotrebne dozvole); **(108.00 dinara po dužnom metru instalacija)**

5. Snimanje izvedenog stanja objekta. (za potrebe dobijanja upotrebne dozvole – Odnosi se na snimanje izvedenog stanja za PIO, ne obuhvata izradu elaborata za Katastar); **(3,60 dinara po m2 snimljenog detalja)**

6. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte površine do 100m2; **(21 600.00 dinara po objektu)**

7. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte površine preko 100m2; **(216.00 dinara po m2 bruto površine objekta)**

8. Izrada elaborata geodetskih radova za upis izgradjenog objekta u katastar nepokretnosti. Cena se odnosi na objekte GSMR. **(32 400.00 dinara po objektu)**

Navedeni iznos je izražen u dinarskoj vrednosti bez Poreza na dodatu vrednost (PDV).

Član 8.

Klijent se obavezuje da fakturisani iznos za izvršene usluge isplati Pružaocu usluga najkasnije u roku od petnaest (15) dana od dana izdavanja fakture.

FEE ARANGEMENT

Article 7.

The Contracting Parties have agreed that the compensation that the Service Provider will receive for the services of performing the work from Article 2 of the Contract amounts to:

1. Going out to the field to mark construction sites, marking is done by calling 24 hours in advance; **(16 200.00 RSD after one visit to the construction site)**

2. Preparation of studies for control of the foundation of the building. (The report is submitted to the Ministry in order to obtain a use permit); **(32 400.00 RSD per object)**

3. Preparation of studies for control of the construction of the building. (The report is submitted to the Ministry in order to obtain a use permit); **(32 400.00 RSD per object)**

4. Recording of underground installations for the purposes of recording in the cadastre of underground installations (For the purposes of the use permit); **(108.00 RSD per 1 metera)**

5. Recording and preparation of geodetic works for the building (for use permit-It refers to the recording of the derived state for PIO, it does not include elaborations for the cadastre.); **(3,60 RSD per 1 m2)**

6. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings up to 100m2; **(21 600.00 RSD per object)**

7. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings over 100m2; **(216.00 RSD per 1 m2)**

8. Preparation of the documentation required for the registration of the built object in the real estate cadastre. The offer refers to buildings GSMR; **(32 400.00 RSD per object)**

The stated amount is expressed in dinars without value added tax (VAT).

Article 8.

The Client is obliged to pay the **Service Provider** the invoiced amount for performed services within the fifteen (15) days upon the issuing the invoice.

TRAJANJE UGOVORA

Član 9.

Ugovor se zaključuje na period trajanja izvođenja geodetskih radova koji su predmet ovog Ugovora.

Član 10.

Ugovor se sporazumno može menjati na inicijativu jedne ugovorne strane, ali samo pismenim putem, zaključenjem aneksa Ugovora.

SPOROVI

Član 11.

Ugovorne strane su saglasne da će sve sporove koji eventualno nastanu u vezi sa realizacijom ovog Ugovora rešavati sporazumno.

Ukoliko sporazumno rešenje nije moguće nadležan je Privredni sud u Beogradu.

PRELAZNE I ZAVRŠNE ODREDBE

Član 12.

Ugovor je zaključen u 4 (četiri) istovetna primerka i svaka strana zadržava po 2 (dva) primerka.

U slučaju neslaganja između verzije na engleskom i verzije na srpskom jeziku, verzija na srpskom jeziku će biti merodavna.

Ugovor je zaključen i stupa na snagu danom potpisa.

TERM OF THE CONTRACT

Article 9.

The contract is concluded for the duration of the geodetic works that are the subject of this contract.

Article 10.

The Contract can be amended by a Contract at the initiative of one of the contracting parties, but only in writing, by concluding an annex to the Contract.

DISPUTES

Article 11.

The Contracting Parties agreed that all disputes that may occur eventually in relation to the realisation of this Contract will be resolved jointly.

If an amicable solution is not possible, the Commercial Court in Belgrade is competent.

TRANSITIONAL AND CLOSING CLAUSES

Article 12.

This contract is made in 4 (four) identical copies and each party holds 2 (two) for itself.

In any case of discrepancies between the English version and the Serbian version, Serbian version shall prevail.

The Contract is concluded and enters into force on the day of signing.

Za Klijenta / For and on behalf of The Client .

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD

Yang Xu

Menadžer projekta / Project manager

Za Pružaoca usluga / For and on behalf of The Service provider .

GEO-JANJA DOO, Beograd

Miloš Janjić

Direktor / Director